

BOARD OF CODE STANDARDS AND APPEALS MINUTES

December 3, 2007

Members: Francisco Banuelos, Randy Coonrod, Randy Harder, Richard Hartwell, Bernie Hentzen, Ed Murabito, Warren Willenberg, John Youle

Present: Banuelos, Coonrod, Harder, Hartwell, Hentzen, Willenberg, Murabito, Youle

Staff Members Present: Kurt Schroeder, Deb Legge, Penny Bohannon, Darlene Hultman, Richard Brown, Sharon Dickgrafe, Elaine Hammons

The regular meeting of the Board of Code Standards and Appeals was called to order by Chairman Murabito on Monday, December 3, 2007, at 1:35 p.m. in the Metropolitan Area Planning Department Planning Commission Room, 10th floor, City Hall, 455 N. Main, Wichita, Kansas.

1. Approval of the Minutes of the November 5, 2007, meeting.

A motion was made by Board Member Youle to approve the December minutes as submitted. Board Member Hartwell seconded the motion. The motion was unanimously approved.

2. Approval of the Contractor License Examination Applications for December (Off agenda item).

<u>NAME</u>	<u>CLASS</u>	<u>TEST DATE</u>
Scott A. Pierce	Roofing & Siding	December 2007

Board Member Hartwell inquired whether Mr. Pierce planned to have a local office for the contracting company. Mr. Schroeder replied that he was uncertain, but would verify Mr. Pierce's intentions.

3. Contractor License Review Hearing – Tim Henry d/b/a American Builders, L.L.C.

Mr. Tim Henry d/b/a American Builders, LLC, and his attorney, Kent Collins, were present.

- a. 5207 S. Mosley
- b. 1209 Maus Ln.
- c. 117 N. Anna

Before beginning the review hearing, Chairman Murabito asked the Board Members and City Staff present to introduce themselves.

Mr. Schroeder commenced the review by giving a brief overview of the complaints against Mr. Henry d/b/a American Builders, L.L.C. Mr. Schroeder explained that Central Inspection was requesting that the Board consider placing Mr. Henry's contractor's license on probation; suspending Mr. Henry's license for a specified period of time decided by the Board; or to revoke Mr. Henry's license. The allegation against Mr. Henry d/b/a American Builders, L.L.C., was that he, as the qualified person on the contractor's license, had either abandoned the contract(s) without just cause, or funds paid on

specific projects were diverted to other projects rather than being used on the project(s) for which they were paid.

One of the properties, 5207 S. Mosley, had been brought before the Board at a previous Board meeting, but was unresolved. In addition to the property on Mosley, the other properties listed on the complaint were 1209 Maus Ln. and 117 N. Anna.

Ms. Dickgrafe, City of Wichita Law Department, addressed the Board to clarify what action(s) the Board could take under its authority. She told the Board Members that their options were to choose to take no action against Mr. Henry's contractor's license; place Mr. Henry's license on probation; suspend the license; or revoke his contractor's license as outlined in a memo that Ms. Dickgrafe had supplied to the Board.

Regarding the properties at 1209 Maus Ln. (Robert Fawcett) and 117 N. Anna (Patricia Webster), Mr. Henry d/b/a American Builders, L.L.C., entered into a contract with each owner to perform certain repairs and/or construction on their respective properties. In both cases, Mr. Henry accepted funds for each project and the work had never been performed. Additionally, pertaining to Mr. Fawcett's property, there were problems with Mr. Fawcett's insurance company due to the delay in getting the property repaired.

Chairman Murabito asked Mr. Henry if he would like to respond to the allegations.

Mr. Collins said that he would speak on Mr. Henry's behalf, and asked that Mr. Richard Brown, Building Construction Inspector in Central Inspection, apprise the Board of the circumstances regarding 5207 S. Mosley (Amanda Kohler), and his working relationship with Mr. Henry.

Mr. Brown told the Board that he first became involved with the situation at 5207 S. Mosley on April 18, 2007, at the request of Sharon Werner of the Sedgwick County District Attorney's Office. Mr. Brown attended a meeting at the D.A.'s office, which included Mr. Henry, Mr. Collins, and Ms. Kohler. It was agreed upon by all parties that the site needed to be inspected by a building inspector, who could make a determination on what work had to be performed in order to resolve the issue. Mr. Brown explained that a permit would have to be obtained by Mr. Henry d/b/a American Builders, L.L.C., before official action could be taken by Central Inspection; Mr. Henry did obtain a permit for the site. On April 23, 2007, Mr. Brown and Mr. Henry went to the property; however, Ms. Kohler had been mistaken about the appointment time and was not at home. On April 30th, Mr. Brown met with Ms. Kohler at her property to make his inspection. Mr. Henry did not attend, indicating to Mr. Brown that he would perform whatever work was needed as determined by Mr. Brown. An inspection was made of the interior and exterior of the structure, and Mr. Brown notified Ms. Werner by letter of all repairs that, in his opinion, needed to be done. At that time, the only issue to be addressed was the roof, to which Mr. Brown gave final approval on July 27, 2007. The siding repairs and interior work was to be done by a contractor of Ms. Kohler's choice. Mr. Henry was to supply the siding, and Mr. Brown was present when the materials were delivered and unloaded at Ms. Kohler's property. Mr. Brown said that he had had no further contact after that time and did not know if the remainder of the repairs were made.

Ms. Dickgrafe asked Mr. Brown if he knew when the original contract had been entered into by Mr. Henry d/b/a American Builders, L.L.C., and Ms. Kohler. Mr. Brown said that he was not familiar with any details until his involvement, beginning April 18, 2007, when contacted by Ms. Werner with the Sedgwick County District Attorney's Office. Mr. Collins reported that the contract with Ms. Kohler had been entered into in May of 2005.

Mr. Collins asked Mr. Brown if he would tell the Board about his dealings with Mr. Henry since the occurrence regarding the property at 5207 S. Mosley, specifically whether he had found Mr. Henry to be cooperative in other matters. In response, Mr. Brown said that with the exception of one other complaint in which he had been involved, Mr. Henry had been willing to follow through and take the necessary action to correct and resolve the issues.

Mr. Henry stated that his agreement with Ms. Kohler was to provide the windows, which he did provide. He had also agreed to pay for, in advance, the contractor of Ms. Kohler's choice to complete the siding. He told the Board that he was uncertain about who should call for inspections on the remainder of the repairs since he was no longer working on that project. It was Mr. Henry's opinion that his company did not abandon the job. After numerous trips by his employees as well as himself, Mr. Henry said that it seemed that he was unable to provide Ms. Kohler with satisfactory results on her property. According to Mr. Henry, Ms. Kohler and her family members repeatedly ordered him and his employees off of her property.

Mr. Collins voiced his understanding that the present hearing was to determine if Mr. Henry d/b/a American Builders, L.L.C., had violated the one-year probationary status set by the Board in July 2006. The contract with Ms. Kohler had been entered into in May 2005, which was prior to the probationary time period rendered by the Board. In his practice with criminal law, Mr. Collins stated that acts prior to the probation are not considered; therefore, the complaint by Ms. Kohler was not relevant to the current license review. Ms. Dickgrafe reminded Mr. Collins that the Board proceeding was not a criminal court.

The complaint by Ms. Webster, Mr. Collins opined, was not pertinent to the Board's determination of Mr. Henry's license status since she had received a civil judgment against Art Stevens, an employee of American Builders, L.L.C., who was not employed by the company at the time he contracted the job with Ms. Webster. Mr. Henry interjected that his company had never received any money from Ms. Webster. Mr. Collins continued, saying that the situation involving Mr. Fawcett was more of an administrative snafu than anything else. Mr. Collins reported that the salesman that sold the contract to Mr. Fawcett had left employment with American Builders, L.L.C., shortly thereafter. Procedures in Mr. Henry's company required that the salesman monitor the progress of the job in order to receive his payment. Since the salesman had submitted the contract and then left Mr. Henry's employment, there was no salesperson overseeing that particular job to make certain that it was performed. When Mr. Fawcett's contract was brought to his attention, Mr. Henry tried to talk with Mr. Fawcett and arrange to perform the job; however, Mr. Fawcett requested that he receive a full refund of his money, which was granted. Since the three complaint cases were resolved, and had been out of the time frame of the actual probationary status, Mr. Collins expressed his belief that there had been no violations of probation that would indicate the necessity of the Board's review of Mr. Henry's license.

Chairman Murabito redirected the discussion to the matter concerning Ms. Kohler's property. The issue had remained unresolved for two years, during which time the interior of the structure sustained damage. He asked if it had been the interior damage that had been repaired by a different contractor. Mr. Henry said that American Builders, L.L.C., had repaired the interior damages as outlined by Mr. Brown. The agreement, Mr. Henry told the Board, was to make the interior repairs or to pay the fees for a different contractor to do so. Mr. Henry said that he had gone above and beyond the requirements of the agreement; Mr. Collins also noted that Mr. Henry had gone to the extent to replace garden hoses, extension cords and step ladders that had been broken/damaged according to Ms. Kohler.

The only incident that occurred during the probation status of Mr. Henry's license, Mr. Collins informed the Board, was the situation involving Mr. Fawcett. That particular situation was merely an

administrative oversight, and to Mr. Henry's knowledge, Mr. Fawcett suffered no damages resulting from that error. To prevent similar problems in the future, Mr. Henry has taken steps to make certain all contracts are monitored for progress. While in Mr. Fawcett's case, Mr. Henry admitted that although the contract was "lost in the shuffle," the work had not started and so it was not actually an abandonment of the contract.

Mr. Henry mentioned that in 2006-2007, American Builders, L.L.C., entered into approximately 2,000 contracts and pulled approximately 2,000 permits in the City of Wichita, most of them for roofing. He expressed that he regretted any inconvenience caused, and particularly regretted the mistake involving Mr. Fawcett. Mr. Collins said that Mr. Henry had been in business in the City of Wichita for over twenty years, obtaining about 1,500 permits per year. Admittedly, there had been some problems over the years, but that is expected considering the volume of work and the expanse of time that Mr. Henry has been in business.

Responding to Board Member Hartwell's statement of the responsibility lying on the qualified individual for work contracted by a salesman employed by his company, Mr. Henry said that he realized he was the responsible party and was not attempting to make excuses for the contract work that was inadvertently neglected. Mr. Fawcett was understandably upset when contacted, Mr. Henry admitted, and refused to allow American Builders, L.L.C., to follow through with the contract. When Mr. Fawcett asked that his money be refunded, Mr. Henry said he complied with Mr. Fawcett's request and the problem with Mr. Fawcett's insurance company was ultimately resolved as well.

Ms. Dickgrafe then introduced Mr. Robert Fawcett, 1209 Maus Ln., to the Board, who then provided responses to Ms. Dickgrafe's questions. Ms. Dickgrafe verified that Mr. Fawcett had signed a contract with Tim Henry d/b/a American Builders, L.L.C., on March 13, 2007. A down payment of \$4,634.94, approximately half of the contract price, was made to American Builders, L.L.C. American Builders, L.L.C., did not perform any work on Mr. Fawcett's property. After entering into the contract and making the down payment, Mr. Fawcett said he did not hear from anyone at American Builders, L.L.C., until the following June when he received a copy of a letter by Mr. Henry that was sent to his insurance company, requesting an extension for the completion of the storm damage repair. A copy of a subsequent letter, requesting a second extension, was received by Mr. Fawcett in August. Mr. Fawcett called two times and made three visits to the offices of American Builders, L.L.C., to inquire when the company would begin work on his property. He received no response from American Builders, L.L.C., until he filed his complaint with the Sedgwick County District Attorney's Office; however, the check for the down payment made by Mr. Fawcett cleared his bank the day after it was submitted to American Builders, L.L.C.

Patricia Webster, property owner of 117 N. Anna, addressed the Board concerning her complaint against Tim Henry d/b/a American Builders, L.L.C. On December 4, 2006, Ms. Webster entered into a contract with American Builders, L.L.C., to roof her home. The salesman that sold the contract to her was Art Stevens, who happened to be a neighbor. The contract was for approximately \$4,300; Ms. Webster made a down payment in the form of a cashier's check to American Builders in the amount of \$2,500. The company did not perform any work for Ms. Webster. After several attempts to resolve the matter with American Builders, L.L.C., and with Art Stevens, Ms. Webster said she filed a complaint with the Sedgwick County District Attorney's Office and also filed a civil suit against Art Stevens and American Builders, L.L.C. The judgment in the civil court case against Mr. Stevens was in Ms. Webster's favor, and the court decreed that she would receive a minimum of \$25 per month from a garnishment of Mr. Steven's pay. Each time she had received a payment, Ms. Webster stated, it had been from American Builders, L.L.C., as his employer. Approximately \$800 of the amount was still unpaid, and she had not received any kind of payment for about fifteen months. The civil suit against the company had not been heard by the court by the date of the December 3, 2007, Board Meeting. Ms. Dickgrafe inquired whether anyone at American Builders, L.L.C., had ever

informed her that Mr. Stevens was not employed by their company. Ms. Webster responded that no one had ever indicated that Mr. Steven's was not an employee of American Builders, L.L.C. Ms. Webster added that her roof was still in need of repair, and the portion of the \$2500 down payment that had been made to that point had been made in increments, preventing her from being able to afford to have the necessary work done.

Given the opportunity to question Ms. Webster, Mr. Collins inquired whether she had ever met Tim Henry; Ms. Webster said that she had not met Mr. Henry. Mr. Collins then asked Mr. Henry if Art Steven's had been employed by American Builders L.L.C., in December of 2006. Mr. Henry said that although Mr. Stevens had been employed by American Builders, L.L.C. previously, Mr. Stevens had not been employed by his company during the time frame when Ms. Webster signed her contract. Mr. Henry said that he had never received a contract for the work at Ms. Webster's property nor had he ever received any monies from her.

Ms. Dickgrafe asked if Mr. Henry had hired Mr. Stevens after the time period in which Ms. Webster's contract was signed. Mr. Henry said that he had rehired Mr. Stevens after that time, but Mr. Stevens was no longer with the company. Mr. Henry stated that he also has initiated claims against Mr. Stevens.

Board Member Harder asked if Central Inspection had a recommendation about what action the Board should take against Mr. Henry d/b/a American Builders, L.L.C. Mr. Schroeder advised the Board to consider the options outlined in the memo that Ms. Dickgrafe had written to the Board.

Board Member Harder made a motion to suspend the Class B Contractor's License of Tim Henry d/b/a American Builders, L.L.C, for a period of one year in accordance with Section 18.12.140 (a) and Section 18.12.140 (b) of the Code of the City of Wichita. Permits currently active must be completed and inspected, although no new permits will be granted to Tim Henry d/b/a American Builders, L.L.C., during the suspension period. Board Member Hentzen seconded the motion. The motion was unanimously approved.

4. Condemnation Hearings

Review Cases:

1. 1412 South Waco

Kent Lewis, the property owner, was present on behalf of this property.

This property was first before the Board at the January 2007 hearing and again at the April, July and September 2007 hearings. At the September 2007 hearing, the Board approved a motion for ninety days for the exterior repairs to be completed.

The taxes for 2007 are due in the amount of \$275.20; there is some construction debris was on the site; both houses on the property have undergone some repairs; both structures are secure. The front structure is close to completion.

Mr. Lewis told the Board that his own health issues and a motorcycle accident involving his helper had delayed completion of the repairs. Mr. Lewis provided updated pictures of the structures and his progress on the repairs. He assured the Board that the debris would be removed from the site. The reason it was still on the premises was because the truck that was hauling away the debris broke

down during one of the hauls. The windows that he had ordered had arrived; however, they were the wrong size and he had to reorder them.

Chairman Murabito asked how long it would take to get the job completed. Mr. Lewis anticipated that sixty days would be sufficient time.

Board Member Hartwell made a motion to allow an additional sixty days to complete the exterior of the structures, maintaining the property in a secure and clean condition, or report back to the Board. Board Member Willenberg seconded the motion. The motion was unanimously approved.

2. 1445 North Estelle

This property was represented by the owner, Ms. Pearl Bowman.

Originally before the Board at the July 9, 2007, hearing, and again on September 10th, and October 1st. At the October hearing, a motion was made and approved to allow sixty days for the repair of the exterior violations or report back to the Board.

The 2007 taxes are due in the amount of \$111.41; the premise conditions are fair; there has been tuck pointing around a portion of the basement walls; however, the north and south basement walls are still bowing. Some of the trim has been painted, and the structure is secure.

Ms. Bowman informed the Board that she would finish correcting the violations as soon as weather would permit. The window that still needs to be repaired, she said, would be replaced that same week.

Board Member Hartwell made a motion to allow thirty days for the exterior of the property to be brought into compliance with the minimum housing standards or report back to the Board. Board Member Banuelos seconded the motion. The motion carried.

3. 2394 North Hood

William Abbott represented this property on behalf of his son, who is currently out of the state.

The property was brought before the Board for the first time at the October 1, 2007, hearing. At that time a motion was made and approved to allow sixty days to finish the exterior repairs or reappear before the Board to report the status of the repairs. The 2007 taxes are due in the amount of \$734.40; there is a 2007 special assessment in the amount of \$116.50 against the property for weed mowing. On the last site inspection, Ms. Legge reported that the painting was in progress, and Mr. Abbott and another individual were in the process of cleaning up the site.

Mr. Abbott explained to the Board that his son had originally planned to be home by November 1, 2007, but he was in an area in California where there had been widespread fires, preventing his son from leaving the area. Mr. Abbott said that he had been doing as much work on the property as possible in order to finish it; however, he is not physically able to do all of the work.

Board Member Harder made a motion to grant sixty days to complete the exterior repairs or the property would automatically be referred to the City Council for demolition action, with ten days to begin demolition and ten days to complete demolition. Board Member Youle seconded the motion. The motion was approved, unanimously.

4. 331 North Ash

There was no one in attendance as a representative of this property.

The first time the Board reviewed this property was at the October 1, 2007, hearing. At that time a representative was present, and the Board granted sixty days to repair the exterior or reappear before the Board and report on the status of the repairs. The 2007 taxes are due in the amount of \$76.99; there is a pending special assessment in the amount of \$579.18.

Board Member Harder made a motion to refer the property to the City Council for condemnation action with ten days to begin demolition and ten days to complete demolition. Board Member Youle seconded the motion. The motion carried.

5. 2306 East Random

Clarence Reed attended the hearing as the representative for this property.

The property was presented to the Board at the October 1, 2007, hearing for the first time. The motion was made and approved to allow sixty days for the repairs to be made, maintaining the site in a clean and secure condition in the meantime.

The 2007 taxes are due in the amount of \$61.30; there are tree limbs, trash and tires on the premises; no repairs have been made; the structure is secure.

Mr. Reed told the Board that he had just purchased the property just before his appearance at the October 2007 hearing. As of the present, he had not received the title to the property. He intended to start with the foundation work once he received the title. McCurdy Auction, the seller of the property, has told Mr. Reed that the title is on the way.

Board Member Youle asked Mr. Reed if he was aware of all required repairs. Mr. Reed said that he was aware of the items needing repair.

Board Member Hartwell made a motion to allow thirty days to make the exterior repairs or report to the Board with a status of the work and/or receipt of the title. Board Member Banuelos seconded the motion. The motion carried without opposition.

6. 2409-11 East Murdock

Jason Todd, the owner, attended the hearing on behalf of this property.

At the October 1, 2007, hearing, the property was before the Board for the first time. At that hearing, Mr. Todd appeared to inform the Board of his intent to repair the property. On November 5, 2007, the property was again reviewed by the Board; however, Mr. Todd was not present at the meeting. The Board granted an additional thirty days from the November 5th hearing to finalize the required repairs.

Upon the last site inspection, the premises was in better condition than it had been on previous visits; the 2006 taxes were delinquent in the amount of \$231.74; the 2007 taxes are due in the amount of \$239.21. There were some tree limbs, bulky waste and tall weeds on the premises; the basement

door and one basement window were open.

Mr. Todd explained that he had not been aware of the extent of the work needed when he first obtained the property. Since he has taken possession of the property, he has hauled trash and debris away a large dumpster four or five times. There has been old bedroom furniture and other debris dumped on the lot by unknown persons. He has completed the siding on the house.

Ms. Legge noted that there was still minor foundation work required; the garage siding needs repair; the side door needs to be painted; the front basement window needs to be replaced; the electrical service drop has to be repaired; and the remaining trash needs to be removed from the site.

Board Member Youle made a motion to grant an additional sixty days to complete the exterior repairs, including the electrical work; and pay the taxes for 2006 and 2007. Board Member Hentzen seconded the motion. The motion carried.

New Cases:

1. 1152 North Indiana

Juan Perez, owner of the property, was present at the hearing.

This property, a one-story frame dwelling, approximately 36 X 20 feet in size, has been vacant since May 2001. The structure has a cracking and shifting block foundation; there are broken and missing siding shingles; the roof is sagging and has missing shingles. The cracked front porch has a dilapidated porch cover; the enclosed rear porch is dilapidated and has a sagging porch cover; there are rotted and missing wood trim and framing members. The 10 X 15 accessory building has missing siding, rotting shingles and a missing window.

The active file was initiated on this property on May 15, 1991. The structure was occupied until May 2001. The 2003, 2004, 2005, 2006 taxes are delinquent and the 2007 taxes are due, totaling \$524; the property is currently in tax foreclosure. There are tall weeds and bulky waste on the premises. The structures are secure.

Addressing the Board, Mr. Perez said that he intends to fix up the property. He told the Board that he had already obtained a permit for the repairs and expects to complete the exterior within ninety days. Board Member Willenberg inquired about Mr. Perez's plan to pay the delinquent taxes. Mr. Perez replied that he would make payment arrangements in order to bring the taxes current. Board Member Coonrod cautioned Mr. Perez to follow up on the payment procedures so as not to put extensive work and money into the property only to have it foreclosed upon. Mr. Perez assured the Board that he would do what was necessary to have the property removed from the tax foreclosure proceedings.

Board Member Coonrod made a motion to allow ninety days to bring the exterior of the property into compliance, make the necessary payment arrangements for the delinquent taxes, meanwhile maintaining the property in a clean and secure condition. Board Member Banuelos seconded the motion. The motion was approved.

2. 1309 North Indiana

No one attended the hearing on behalf of this property.

Vacant for about five years, this 30 X 30 one-story frame dwelling has a cracking and shifting block foundation; broken and missing siding; a badly worn composition roof with missing shingles; rotted decking on the front porch; damaged siding and a broken window on the enclosed rear porch; and rotted wood trim and framing members.

Board Member Harder made a motion to refer the property to the City Council for condemnation action with ten days to begin razing the structure and ten days to complete its removal. Board Member Hentzen seconded the motion. The motion was approved.

3. 1116 North Mathewson

There was no representative for this property in attendance.

A one-story frame dwelling, this property is approximately 30 X 45 feet in size. Vacant and open, it has a shifting and cracking foundation with missing blocks; missing aluminum siding; a badly worn composition roof; the block foundation of the front porch is shifting; and the wood guardrails and deck are rotted.

Board Member Youle made a motion to refer the property to the City Council with a recommendation for condemnation action, with ten days to begin wrecking and ten days to complete demolition. Board Member Harder seconded the motion. The motion passed.

4. 2327 East Random

This property was represented by the owner, Brandon Hafer.

A one-story frame dwelling approximately 30 X 30 feet in size, it has been vacant for at least six years. The structure has shifting and cracking concrete basement walls; there is rotted and missing wood lap siding; it has a badly worn composition roof with holes; it has a cracking front porch; and there are missing and rotted wood trim and framing members.

The active was started on this property on October 25, 2001. Numerous violations notices have been issued, and a pre-condemnation letter was issued on April 6, 2007. The 2006 and 2007 taxes are delinquent in the amount of \$1531.28; there is a 2007 special assessment for weed mowing in the amount of \$116.50. There are tires and bulky waste on the premises. Formal condemnation action was initiated on October 3, 2007. No repairs have been made.

Mr. Hafer told the Board that he had purchased the property at a tax auction and had hired contractors to begin making repairs to the structure. Mr. Hafer and his brother, co-owner of the property, were under the impression that the contractors had actually begun the repair work. Mr. Hafer said that he later discovered that none of the work had been commenced. Since both he and his brother live out of state, Mr. Hafer assured the Board that he would be traveling to Wichita periodically to verify and oversee the property and make certain that the work is progressing. He is also investigating a possible loan through the City of Wichita to improve the condition of the property.

Mr. Hafer said that the windows have been replaced, and roofing the structure was the next item on the list to be completed. As soon as the weather would permit, he and his brother intend to have the foundation repaired.

Board Member Coonrod made a motion to allow ninety days for the exterior to be brought into compliance, the delinquent taxes to be paid, maintaining the property in a clean and secure condition in the interim. Board Member Youle seconded the motion. The motion passed.

Mr. Hafer interjected that the delinquent taxes had been paid the Friday prior to the Board Meeting.

5. 1121 North Green

There was no one attending the hearing as a representative for this property.

This one-story frame dwelling is about 26 X 37 feet in size. Vacant for approximately eight years, this structure has a cracking, shifting, missing block concrete foundation; rotted and missing wood lap siding; and a sagging and deteriorated composition roof with missing shingles.

Board Member Coonrod made a motion to refer the property to the City Council for condemnation action with ten days to begin demolition and ten days to complete demolition. Board Member Youle seconded the motion. The motion carried.

6. 1047 North Estelle

Luis Lopez was in attendance on behalf of this property.

A one-story frame dwelling, this structure is approximately 36 X 38 feet in size. Vacant for about three years, this structure has shifting concrete block foundation walls; rotted and missing siding; a sagging and badly worn composition roof with holes; a deteriorated front porch; and rotted structural members on the enclosed rear porch. The 10 X 15 wood accessory building has a sagging and rotted roof; and the 6 X 8 metal accessory building has a hole in the roof and the south side is open.

The active was started on this property on August 12, 2004. Since that time several notices of improvement and violation notices have been issued. A pre-condemnation letter was issued on July 27, 2007. The 2007 taxes are due in the amount of \$1038.26; there is a special assessment due for lot clean-up in the amount of \$964.11. There is some construction debris on the premises; formal condemnation action was initiated on October 3, 2007.

During the last site inspection, the inspector noted that an individual was there removing the asbestos siding; a new front door had been installed; some windows had been replaced; two basement windows on the side were open.

Mr. Lopez requested that the Board allow sixty days for him to complete the exterior work. Board Member Coonrod made a motion that Board grant the request for an additional sixty days for Mr. Lopez to complete the exterior work. Board Member Hartwell seconded the motion. The motion was approved.

Mr. Lopez asked if he was required to reappear before the Board if the work has been completed. Translating for Mr. Lopez, Board Member Banuelos explained that Mr. Lopez could contact Central Inspection to verify that the work was finished and that staff would report the completion to the Board without requiring Mr. Lopez to be present.

7. 1421 North Grove

There was no representative for this property in attendance at the hearing.

Approximately 22 X 38 feet in size, this one-story frame dwelling has been vacant since August 2007. The structure has shifting and cracking concrete basement walls; cracked, chipped and missing siding; a sagging composition roof; and the front porch is in poor condition.

Board Member Harder made a motion to refer the property to the City Council with a recommendation of condemnation action, with ten days to begin demolition and ten days to complete demolition. Board Member Hartwell seconded the motion. The motion carried.

8. 1735 North Green

No one was present as a representative for this property.

Vacant for at least ten months, this one-story frame dwelling is about 32 X 22 feet in size. The structure has missing siding; badly deteriorated composition roof; buckled decking; deteriorated steps; and rotted wood trim and framing members.

Board Member Coonrod made a motion to refer the property to the City Council for condemnation, with ten days to begin removal of the structure and ten days to complete demolition. Board Member Harder seconded the motion. The motion passed unanimously.

9. 2911 East 24th North.

There was no representative present on behalf of this property.

This one-story frame dwelling is about 45 X 26 feet in size. Vacant for approximately four months, this structure has extensive fire damage.

Board Member Harder made a motion to refer the property to the City Council for condemnation action with ten days to begin demolition and ten days to complete demolition. Board Member Hartwell seconded the motion. The motion was approved.

With no other business to conduct, Board Member Hartwell made a motion to adjourn the meeting. Board Member Willenberg seconded the motion. The motion was unanimously approved.

The meeting adjourned at 3:05 p.m.